

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JMH FZCO	FORMERLY JMH FZE	06/17/2013	COMPANY: UNITED ARAB EMIRATES
RECEIVING PARTY DATA			
Name:	KILGOUR LIMITED		
Street Address:	14 Savile Row		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1S 3JN		
Entity Type:	LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85951356	KILGOUR	
Serial Number:	85951364	KILGOUR, FRENCH & STANBURY	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-756-8000		
Email:	rkim@mwe.com, bmorgan@mwe.com, ksandacz@mwe.com, washington_ip_docket@mwe.com		
Correspondent Name:	Richard Y. Kim		
Address Line 1:	500 North Capitol Street, NW		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	091005-0027		
DOMESTIC REPRESENTATIVE			
Name:	Richard Y. Kim		
Address Line 1:	500 North Capitol Street, NW		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Richard Y. Kim		
TRADEMARK			

CH \$65.00 85951356

SIGNATURE:	/Richard Y. Kim/
DATE SIGNED:	06/03/2014
Total Attachments: 11 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif source=Assignment#page9.tif source=Assignment#page10.tif source=Assignment#page11.tif	

DATED

17

June 2013

JMH FZCO

AND

KILGOUR LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

McDermott
Will & Emery

Heron Tower
110 Bishopsgate
London
EC2N 4AY

Telephone: +44 20 7577 6900
Fax: +44 20 7577 6950

Execution Version

TABLE OF CONTENTS

	Page
1. Interpretation	1
2. Assignment.....	2
3. VAT.....	3
4. Further assurance.....	3
5. Waiver.....	3
6. Entire agreement	3
7. Variation.....	3
8. Severance	4
9. Counterparts	4
10. Third party rights.....	4
11. Notices.....	4
12. Governing law and jurisdiction	5
SCHEDULE TRADE MARKS.....	6

THIS DEED is made on the day of 17 June 2013

BETWEEN:

- (1) **JMH FZCO**, incorporated in the Jebel Ali Free Zone, Dubai, United Arab Emirates with registered number 00396 (**Assignor**); and
- (2) **KILGOUR LIMITED**, incorporated and registered in England and Wales with registered number 08346572, whose registered office is at 14 Savile Row, London W1S 3JN (**Assignee**).

WHEREAS:

- (A) The Assignor owns the Business IPR (as defined below).
- (B) The Assignor has agreed to assign to the Assignee the Business IPR set out in the schedule to this agreement on the terms set out in this agreement.

AGREED TERMS:

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Brand	means: <ol style="list-style-type: none">(a) the name "Kilgour" and all derivations thereof; and(b) the name "Kilgour, French & Stanbury" and all derivations thereof;
Business	means the business relating to the Brand carried on by the Assignor on the date of this agreement, being the provision of bespoke tailoring services and the sale of ready-to-wear menswear and accessories;
Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Business IPR	means Intellectual Property Rights, including without limitation, the Trade Marks, owned, used or held for use by the Assignor exclusively in, or in connection with, the Business;
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to

apply for, and be granted) renewals or extensions of, and rights to claim priority from, these rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

JMH Group

means the Assignor and each subsidiary of the Assignor;

Trade Marks

means the registered trade marks and applications for registered trade marks and intent-to-use applications, short particulars of which are set out in the schedule; and

VAT

means value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 **Writing** or **written** includes faxes but not e-mail.
- 1.9 Any words following the terms **including** or **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 **Subsidiary** shall have the meaning ascribed by section 1159 of the Companies Act 2006.

2. Assignment

The Assignor hereby assigns to the Assignee all its right, title and interest in and to the Business IPR, including:

- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;

- 2.1.2 all goodwill attaching to the Trade Marks and in respect of the Business (which is to be carried on by the Assignor and to which the Trade Marks pertain) relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.1.3 the right to bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Business IPR whether occurring before, on, or after the date of this agreement.

3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4. Further assurance

- 4.1 The Assignor shall perform (or procure the performance of any relevant JMH Group Company of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests for the purpose of giving full effect to this agreement.

5. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6. Entire agreement

- 6.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 6.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
- 6.3 Nothing in this clause shall limit or exclude any liability for fraud.

7. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. Severance

- 8.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 8.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

10. Third party rights

No term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party.

11. Notices

- 11.1 Any demand, notice or other communication given or made under or in connection with this agreement will be in writing.
- 11.2 Any such demand notice or other communication will, if given or made in accordance with this clause 11 be deemed to have been duly given or made as follows:-

- 11.2.1 if sent by prepaid first class post to an address in accordance with clause 11.3, on the second Business Day after the day of posting; or
- 11.2.2 if delivered by hand, upon delivery at the address to which such demand, notice or other communication is addressed in accordance with clause 11.3 below;

provided however that, if it is delivered by hand on a day which is not a Business Day or after 4pm on a Business Day, it will instead be deemed to have been given or made at 9am on the next Business Day.

- 11.3 Any such demand, notice or other communication will, in the case of service by post or delivery by hand be addressed (subject as provided in this clause 11) to the recipient at the following addresses:

11.3.1 JMH FZCO

Address: c/o JMH Lifestyle Limited 40A Dover Street, London, England, W1S 4NW

For the attention of: Jon de Jager (copied to Braden Harris).

11.3.2 FUNG

Address: 14 Savile Row, London W1S 3JN

For the attention of: Anthony Husuf (copied to Matthew Johnston)

or at such other address as may from time to time be notified in writing by the recipient to the other parties as being the recipient's address for service.

12. Governing law and jurisdiction

12.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

12.2 The parties irrevocably agree that English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.


SCHEDULE TRADE MARKS

Jurisdiction	Mark Text	Registered No/ Application No	Registered Owner/ Applicant	Classes	Application Date	Registration Date	Expiry Date
China	KILGOUR	4723914	Kilgour, French & Stanbury Limited	25	16/06/2005	07/02/2009	06/02/2019
China	KILGOUR	4723916	Kilgour, French & Stanbury Limited	35	16/06/2005	07/01/2009	06/01/2019
China	KILGOUR	4724200	Kilgour, French & Stanbury Limited	40	16/06/2005	28/01/2009	27/01/2019
EU	KILGOUR	EU008300535	JMH Lifestyle Limited	18, 25 and 35	14/05/2009	12/01/2010	14/05/2019
Hong Kong	KILGOUR	302631816	JMH Lifestyle Limited	3, 9, 14, 18, 25 and 35	06/06/2013	N/A	N/A
Hong Kong	KILGOUR, FRENCH & STANBURY	302631807	JMH Lifestyle Limited	3, 9, 14, 18, 25 and 35	06/06/2013	N/A	N/A
Japan	KILGOUR, FRENCH &	2494691	Kilgour, French &	24	31/05/1990	29/01/1993	29/01/2013 (there is a 6-

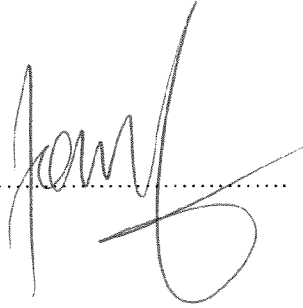
Jurisdiction	Mark Text	Registered No/ Application No	Registered Owner/ Applicant	Classes	Application Date	Registration Date	Expiry Date
	STANBURY		Stanbury Limited				month grace period for renewal which ends 29/07/2013)
Japan	KILGOUR	4918939	Kilgour, French & Stanbury Limited	25, 35 and 40	23/06/2005	06/01/2006	06/01/2016
Japan	KILGOUR, FRENCH & STANBURY	4984128	Kilgour, French & Stanbury Limited	25	08/03/2006	01/09/2006	01/09/2016
UK	KILGOUR, FRENCH & STANBURY	UK00001433569	Kilgour, French & Stanbury Limited	24	27/07/1990	18/05/1992	27/07/2017
UK	KILGOUR	UK00002447347	Kilgour, French & Stanbury Limited	25	21/02/2007	15/02/2008	21/02/2017
US	KILGOUR	85951356	JMH Lifestyle Limited	3, 9, 14, 18, 25 and 35	06/05/2013	N/A	N/A


Jurisdiction	Mark Text	Registered No/ Application No	Registered Owner/ Applicant	Classes	Application Date	Registration Date	Expiry Date
US	KILGOUR, FRENCH & STANBURY	85951364	JMH Lifestyle Limited	3, 9, 14, 18, 25 and 35	06/05/2013	N/A	N/A

EXECUTED and **DELIVERED** by
JMH FZCO
acting by a director
in accordance with the laws of its incorporation

)
)
)
) 
.....
Director

EXECUTED and **DELIVERED** by
KILGOUR LIMITED
acting by a director
in the presence of:

)
)
)
) 
.....
Director

Witness signature: 

Name: 

Address: 

Occupation: 